

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with D.N.J. LBR 9004-2(c)**

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Attorneys for Creditor, Charles Auletta

In Re:

SPECTACULAR SOLAR CORPORATION

Debtor(s)

Chapter 7

Case No. 22-18522-CMG

Judge: Christine M. Gravelle

**CERTIFICATION OBJECTING TO DEBTOR'S MOTION TO ASSUME EXECUTORY CONTRACT**

Charles Auletta, of full age, hereby certifies as follows:

1. I am one of the parties named in the Debtor's Motion to Assume/Reject Executory Contracts, and I am familiar with the facts applicable to the Debtor's alleged executory contract with me.
2. The Debtor refers to me in Paragraphs 14, 15, and 16 of its Certification in Support of Motion, and in Paragraphs 15, 16, and 17 of its Application to Assume or Reject Executory Contracts.
3. In December, 2021, someone came to my house (he was going door-to-door) on behalf of the Debtor regarding the installation of solar panels on my roof and replacing the roof. This was supposed to be financed by a loan, which was going to be arranged through the

Debtor. The roof would be replaced by a different company, Elevated Remodeling, LLC, a company that worked in conjunction with the Debtor.

4. I believe that the new roof was installed in March of 2022, but the installation of the solar was never commenced. The loan application that the Debtor had submitted for me expired.

5. At some point in July of 2022, I told the Debtor and the roofing company that I was canceling the contract. The roofing company, Elevated Remodeling, LLC sent me a bill for the roof, and I paid it in full. Attached hereto and made a part hereof as Exhibit A is a copy of the invoice and my canceled check for the payment.

6. The Invoice clearly states that the original contract is being canceled by me and that solar is not being installed.

7. It was my understanding that the contract with the Debtor was terminated, so there is no pending contract to be assumed.

8. Since December of 2021, my income has decreased significantly, so I could not afford to make the payments, even if I could now qualify for a loan.

9. For these reasons, I respectfully urge this Court to deny the Debtor's Application and its Motion to Assume the contract it had with me.

I hereby certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

*/s/ Charles Auletta*

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CHARLES AULETTA